

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

GLC ON-THE-GO, INC.,
A FLORIDA CORPORATION,

Plaintiff,

CASE NO.

v.

CROWN BAY NURSING &
REHABILITATION CENTER,

Defendant.

_____ /

COMPLAINT

Plaintiff, GLC ON-THE-GO, INC., A FLORIDA CORPORATION (“GLC” or “Plaintiff”), sues Defendant, CROWN BAY NURSING & REHABILITATION CENTER (“Crown Bay” or “Defendant”) (Plaintiff and Defendant are collectively referred to herein as the “Parties”), and alleges:

JURISDICTION AND VENUE

1. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a). The amount in controversy, exclusive of interest, costs, and attorneys’ fees, exceeds \$75,000, and the Parties are domiciled in different states.

2. Plaintiff is a Florida corporation in good standing with offices in Broward County, Florida, with its principal place of business located at 4283 Foxtail Lane, Weston, FL 33331.

3. Defendant is a California corporation with its principal place of business located at 508 Westline Drive, Alameda, CA 94501.

4. The indebtedness sued on arose in Broward County, Florida, and payments are due in Broward County, Florida. In addition, the Agreement sued on herein provides for exclusive

venue in Broward County, Florida for any dispute or matter related to or arising from the Agreement and, further, the Parties stipulated to jurisdiction by the Florida courts and encompassing federal court for such disputes or matters. By reason of the foregoing, jurisdiction and venue are proper in this Court.

COMMON FACTS

5. GLC is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical assistants with specific skills and experience.

6. On or about April 10, 2023, the Parties entered into a Medical Staffing Agreement, a true and correct copy of which is attached hereto and incorporated hereunder as Exhibit “A” (the foregoing agreement is referred to herein as the “Agreement”).

7. Pursuant to the Agreement, GLC provided Crown Bay various personnel, including RNs, LPNs, CNAs, and NAs, and billed Crown Bay for its services pursuant to the terms of the Agreement.

8. The unpaid amounts due to GLC from Crown Bay are set forth in the invoices GLC sent to Crown Bay.

9. Despite GLC having made written demand on Crown Bay for payment of the amounts due under the Agreement for the services of GLC rendered to Crown Bay, Crown Bay has failed to pay such amounts to GLC.

10. GLC has incurred attorneys’ fees as a result of Crown Bay’s default under the Agreement by virtue of Crown Bay’s failure to pay GLC’s services, as detailed above.

11. Pursuant to paragraph 31 of the Agreement, GLC is entitled to payment of its attorneys’ fees from Crown Bay.

12. Pursuant to the Agreement, Crown Bay is required to pay GLC interest at the rate of 1.5% per month on the unpaid balance until paid.

13. All conditions precedent to the bringing of the causes of action set forth herein have been performed or have occurred.

COUNT I
BREACH OF CONTRACT

14. Plaintiff repeats and realleges the allegations set forth above at paragraphs 1 through 13, inclusive, and makes them a part of this cause of action, as though fully set forth herein.

15. The foregoing failure to pay constitutes a breach of the Agreement.

16. As of April 16, 2024, Crown Bay owed GLC \$322,310.50, inclusive of interest pursuant to the Agreement as of April 16, 2024.

17. Crown Bay has not paid GLC any portion of the foregoing amount.

18. All conditions precedent have been performed or have occurred.

WHEREFORE, Plaintiff GLC ON-THE-GO, INC. seeks judgment against Defendant CROWN BAY NURSING & REHABILITATION CENTER, in the aggregate amount of \$322,310.50 as of April 16, 2024 and interest thereafter on the unpaid balance, excluding the interest component, or such damages as may be proven, together with an award of costs and attorneys' fees, pursuant to the terms of the Agreement. GLC further seeks such other and further relief as the Court deems just and proper.

COUNT II
ACCOUNT STATED

19. Plaintiff repeats and realleges the allegations set forth above in paragraphs 1 through 13, inclusive, and makes them a part of this cause of action, as though fully set forth herein.

20. Before the institution of this action, Plaintiff and Defendant had business transactions between them.

21. GLC periodically rendered invoices to Crown Bay for such services.

22. Crown Bay did not object to the foregoing Invoices and thereby agreed to the resulting balances set forth in the Invoices. By virtue of the foregoing, Crown Bay acknowledged its promise to pay the sums then due, as set forth in the Invoices, together with interest on the unpaid balances.

23. As of April 16, 2024, Crown Bay owed GLC \$322,310.50 on the account, inclusive of interest, together with interest thereafter on the unpaid balance, exclusive of interest, together with costs and attorneys' fees.

24. All conditions precedent have been performed or have occurred.

WHEREFORE, Plaintiff GLC ON-THE-GO, INC. seeks judgment against Defendant CROWN BAY NURSING & REHABILITATION CENTER, in the aggregate amount of \$322,310.50 as of April 16, 2024 and interest thereafter on the unpaid balance, excluding the interest component, or such damages as may be proven, together with an award of costs and attorneys' fees, pursuant to the terms of the Agreement. GLC further seeks such other and further relief as the Court deems just and proper.

COUNT III
OPEN ACCOUNT

25. Plaintiff repeats and realleges the allegations set forth above in paragraphs 1 through 13, inclusive, and makes them a part of this cause of action, as though fully set forth herein.

26. Defendant owes Plaintiff \$322,310.50 as of April 16, 2024 (inclusive of interest) in accordance with the account.

27. All conditions precedent have been performed or have occurred.

WHEREFORE, Plaintiff GLC ON-THE-GO, INC. seeks judgment against Defendant CROWN BAY NURSING & REHABILITATION CENTER, in the aggregate amount of \$322,310.50 as of April 16, 2024 and interest thereafter on the unpaid balance, excluding the interest component, or such damages as may be proven, together with an award of costs and attorneys' fees, pursuant to the terms of the Agreement. GLC further seeks such other and further relief as the Court deems just and proper.

COUNT IV
UNJUST ENRICHMENT

28. Plaintiff repeats and realleges the allegations set forth above in paragraphs 1 through 13, inclusive, and makes them a part of this cause of action, as though fully set forth herein.

29. Plaintiff provided valuable services to Defendant for which Defendant has failed to pay.

30. The foregoing services benefitted Defendant.

31. Defendant understood and appreciated the benefit it received from the foregoing services.

32. Defendant accepted and retained such benefits under circumstances that it would be inequitable for it to retain the benefits without paying the value thereof.

33. All conditions precedent have been performed or have occurred.

WHEREFORE, Plaintiff GLC ON-THE-GO, INC. seeks judgment against Defendant CROWN BAY NURSING & REHABILITATION CENTER, in the aggregate amount of \$322,310.50 as of April 16, 2024 and interest thereafter on the unpaid balance, excluding the interest component, or such damages as may be proven, together with an award of costs and attorneys' fees, pursuant to the terms of the Agreement. GLC further seeks such other and further relief as the Court deems just and proper.

COUNT V
QUANTUM MERUIT

34. Plaintiff repeats and realleges the allegations set forth above in paragraphs 1 through 13, inclusive, and makes them a part of this cause of action, as though fully set forth herein.

35. Plaintiff, through the services it provided to Defendant, and which Defendant assented to and received, provided a substantial benefit to Defendant under circumstances where in the ordinary course of events a reasonable person receiving such benefit normally would be expected to pay for it.

36. All conditions precedent have been performed or have occurred.

WHEREFORE, Plaintiff GLC ON-THE-GO, INC. seeks judgment against Defendant CROWN BAY NURSING & REHABILITATION CENTER, in the aggregate amount of \$322,310.50 as of April 16, 2024 and interest thereafter on the unpaid balance, excluding the interest component, or such damages as may be proven, together with an award of costs and

attorneys' fees, pursuant to the terms of the Agreement. GLC further seeks such other and further relief as the Court deems just and proper.

DATED: May 17, 2024

Respectfully submitted,

GORDON REES SCULLY MANSUKHANI, LLP

100 SE 2nd Street, Suite 3900

Miami, Florida 33131

(305) 428-5300

Fax (877) 634-7245

Attorneys for Plaintiff

By: /s/ Christopher T. Beck, Esq.

Christopher T. Beck, Esq.

Florida Bar No. 121074

cbeck@grsm.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Court and served via the Court's CM/ECF system to all counsel of record on this 17th day of May, 2024.

By: /s/ Christopher T. Beck, Esq.

Christopher T. Beck, Esq.